



NOTICE DATE: April 18, 2008

REQUEST FOR PROPOSAL FROM VETERINARIANS TO PROVIDE THE FOLLOWING SERVICE:

Veterinarian Services for the Barnwell County Animal Shelter 2008

You are invited to submit proposals in accordance with the requirements, which are contained herein.

It is required that your proposals be submitted to the Barnwell County Business Office, Room 124, County Administration Building, 57 Wall Street, Barnwell, SC, 29812, no later than 2:00 p.m., May 09, 2008.

This solicitation does not commit Barnwell County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services.

Barnwell County reserves the right to reject any or all proposals if in the best interest of the County and to disqualify any veterinarian who does not comply with the provisions of the RFP.

PURPOSE

Barnwell County is a political subdivision of the State of South Carolina.

Barnwell County is seeking proposals from veterinarians to provide the following scope of service:

SCOPE OF SERVICE:

- Veterinarian Services will be provided at the County (a.k.a. Funderburk/LaFavor) Animal Shelter located in Barnwell County on 55 Diamond Road, Barnwell, SC, 29812.
- Veterinarian is to visit the shelter on a regular basis, one to two days per week.
- Duties will include, but not limited to, the following:
 1. Inspection of animals that are being adopted.
 2. If needed, provide any recommendations for disposition from assessment of temperament and physical condition of animals in writing on shelter forms.
 3. Provide and supervise testing as required for potential adoptive animals (feline leukemia/aids and heartworm).
 4. Oversee the rabies immunization process conducted by technician.
 5. Interpret medical records from other veterinarians related to County investigations.
 6. Serve as the County Veterinarian as required by law.
 7. Assist in supervision of the certified County euthanasia technician.
- Veterinarian will maintain a DEA Registration number for the County Shelter. This fee will be paid by the County. The Veterinarian will oversee proper euthanasia technique used by the certified County euthanasia technician. The Veterinarian in charge is not responsible for the actions of shelter employees handling DEA controlled substances and expects disciplinary actions to be taken if rules and regulations are not followed according to the law. The Veterinarian will monitor all records concerning controlled substances including anesthesia and euthanasia logs.
- Veterinarian will provide treatment as needed at the Shelter for small animal emergency cases during normal shelter hours. Farm calls shall be provided during regular call days for any large animal cases that need treatment or veterinary assessment. Fees are based on current veterinary charges. Charges vary according to the treatment and testing provided. Any treatment or testing conducted will be available to use for court testimony, if veterinarian was requested to do so by County officer.
- Veterinarian will perform all neutering and spaying for adoptive animals for a cost per animal.
- After hour calls for emergencies will be charged on a call per hour basis.
- Veterinarian will be available for assistance with any County prosecution cases, including testifying in court, unless it is a conflict of interest for personal clients. The fee is based on a per case basis, unless the case becomes a lengthy process

and interferes with the veterinarian's personal work schedule. Notification shall be required one week in advance. Veterinarian shall provide a written assessment of case to staff prior to court.

Type of Contract

Barnwell County intends to sign a contract with one veterinarian for the complete set of services included in this RFP. To the extent that veterinarians choose to make joint proposals, one veterinarian must be designated the lead veterinarian to sign the contract and be the point of contact with Barnwell County.

Compliance with RFP Provisions Mandatory

The veterinarian must meet all of the mandatory requirements set forth in this RFP. Failure to provide mandatory capability will result in the rejection of the veterinarian's proposal.

Preparation of Proposal

All proposals should be completed and carefully worded and must convey all the information requested by Barnwell County.

Questions

Every effort has been made to ensure that all information needed by the Veterinarian is included herein. If a veterinarian finds that it cannot complete a proposal without additional information, it may submit written questions to Charles Eubanks, Barnwell County Solid Waste Supervisor. All replies to questions will be in writing. When a question received by Barnwell County is found to be already sufficiently answered in the RFP, that question will be returned to the veterinarian with a reference to the part of the RFP containing the answer. All questions and written replies will be distributed to all veterinarians and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any veterinarian or prospective veterinarian as a result of any verbal discussion with any Barnwell County representative or employee.

All questions in connection with the RFP shall be sent to the Barnwell County Solid Waste Supervisor, County Administration Building, 57 Wall Street, Barnwell, SC 29812, faxed to (803) 541-1090 or emailed to creubanks@barnwellsc.com. Mark the envelope "Questions for Veterinarian Services for County Animal Shelter 2008." The deadline for this RFP is 2:00 p.m., May 09, 2008.

Insurance Coverage Requirements

1. General Liability Insurance

The Veterinarian shall provide commercial general liability insurance including but not limited to, contractual, premises, operations, products, completed operations, and

personal injury with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury (including death) and property. The coverage shall be on an “an occurrence basis,” and the policy shall include broad form property damage coverage.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Barnwell County, South Carolina, County Administrator.

2. Workers’ Compensation

The veterinarian shall provide workers’ compensation insurance for its employee.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Barnwell County, South Carolina, County Administrator.

3. Indemnification

The Veterinarian will agree to protect, defend, indemnify, and hold harmless the County, its Council, appointed and elected officials, employees, agents, from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for injury to any person, including consequential damages of any nature resulting there from, arising out of, or in any way connected with any negligent acts or omission by, or on behalf of the Veterinarian, its officer, employees, agents, or veterinarians in negligently or wrongfully performing or failing to perform any services or functions provided for, or referred to, in any way connected with any work, services, or functions, to be performed by the Veterinarian, its Officers, employees, agents, or veterinarians both under and outside the Contract.

The aforesaid indemnity and hold harmless clause by the Veterinarian shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

Certificate of Insurance must be filed with the Barnwell County Business Office.

Termination by Barnwell County

Funds for this contract are payable from Barnwell County funds. In the event no funds or insufficient funds are appropriated and made available for payments due under this contract, then Barnwell County shall immediately notify the veterinarian of such occurrence, and this contract shall create no further obligation of Barnwell County as to such current or succeeding fiscal year and shall be null and void, except as to the portions of the payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Barnwell County of any kind whatsoever. No right of action or damages shall accrue to the benefit of the veterinarian as to that portion of this contract, which may so terminate. Barnwell County

shall provide the successful veterinarian with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the veterinarian shall not prohibit or otherwise limit the rights of Barnwell County to pursue and contract for alternate solutions and remedies as deemed necessary by Barnwell County for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

Approval of Use of Names

The veterinarian shall not have the right to include Barnwell County's name in its published list of customers without prior approval. With regard to news release, only the name of the veterinarian, type and duration of contract may be used and then only with prior approval of Barnwell County. The veterinarian agrees not to publish or cite in any form any comments or quotes from Barnwell County Council members or staff. The veterinarian further agrees not to refer to any award of this contract to commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Barnwell County.

Employment of Personnel

In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 90 and 91 (1990), the veterinarian agrees that:

- (1) There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, or national origin, and
- (2) Affirmative action shall be taken to insure that applicants are employed, and that
- (3) Employees are treated during employment without regard to their handicap, age, race, color, religion, sex, or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The veterinarian further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex, or national origin. All inquiries made to the veterinarian concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, or national origin. All responses to inquiries made to the veterinarian concerning employment made possible as a result of the contract shall conform to Federal, State, and local regulations.

Compliance with Codes, Ordinances, Industry Standards

During the term of this contract, it shall be the veterinarian's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of Barnwell County.

Safety Precautions

Barnwell County assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The veterinarian shall take the necessary steps to insure or protect itself and its personnel. The veterinarian agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

Political Activity

The veterinarian shall comply with all applicable provisions of the Federal "Hatch Act" as amended.

Restrictions for Lobbying

In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Compliance with Federal Regulations

State or Federal requirements that are more restrictive shall be followed.

Americans with Disabilities Act (ADA)

The veterinarian shall comply with the ADA, as applicable.

Debarment Certification

The veterinarian agrees to comply with the applicable provisions of 45 CFR Part 76 (1990).

Audits and Reviews

The veterinarian shall, throughout the life of the contract, participate in State and Federal audits. The veterinarian shall provide support to Barnwell County during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Barnwell County in responding to questions.

CONTENTS OF STATEMENT

The proposal should contain information in sufficient detail, but not exceed 50 pages, to demonstrate the following:

Corporate Statement

Outline the veterinarian's location, size, and history.

References

Veterinarian must provide references regarding similar services.

Performance Summary on Similar Services

Veterinarian must provide information regarding past performance on similar services.

Rate Schedules

Statement must include the veterinarian's standard rate schedules.

Other information directly related to scope of work may be included

EVALUATION OF PROPOSALS

Proposals will be reviewed by the Barnwell County Administrator, Deputy Administrator, and Solid Waste Supervisor. The proposals will be evaluated based on the evaluation criteria set forth below. Discussions with veterinarians regarding their qualifications may be held as needed.

Veterinarians may be asked to make formal presentations to the Barnwell County Council at any time during the process. After a veterinarian has been selected, the County Administrator will negotiate a satisfactory contract with the selected veterinarian. If a satisfactory contract cannot be negotiated with the first ranked veterinarian, the County Administrator will negotiate with the second ranked veterinarian, and so forth, until a satisfactory contract is negotiated or Barnwell County determines to re-solicit the RFP.

Selection and Ranking Criteria

Barnwell County will evaluate and rank each veterinarian who submitted proposals in view of the following criteria:

CRITERIA	RANKING
1. Experience and ability of veterinarian and staff;	Max. 30 Pts.
2. Ability to provide scope of service;	Max. 30 Pts.
3. Location and availability;	Max. 20 Pts.
4. References;	Max. 10 Pts.
5. Rate/fee schedule.	Max. 10 Pts.
Total Points Awarded (not to exceed 100):	

Project Timetable

Proposed rate/fee schedule of the veterinarian must remain firm for sixty (60) days after the deadline for submitting proposal.

SUBMISSION OF REQUESTS FOR PROPOSALS (RFPs)

Submit three (3) copies of the proposal to:

Attn.: Nico M. Aguilar, III
Business Office, Room 124
County Administration Building
57 Wall Street
Barnwell, SC 29812

All proposals must be delivered to the above address no later 2:00 p.m., May 09, 2008. Any proposal not received by Barnwell County by that date and time and/or not completely responsive to the provisions of the RFP shall be rejected and shall not be evaluated.